

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 20	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 15-Jan-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W917PM-09-R-0040	
				X		9B. DATED (SEE ITEM 11) 13-Jan-2009	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate section 01060, Special Clauses to the solicitation. 1. As a result of an administrative oversight, solicitation section 01060, Special Clauses is incorporated into the solicitation.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		14-Jan-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

SECTION 01060**SECTION 01060****SPECIAL CLAUSES****PART 1 GENERAL****1.1 PRECONSTRUCTION CONFERENCE****1.1.1 Schedule of Meeting**

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.2 Meeting Minutes

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this contract, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following: the proposed location and dimensions of any area to be fenced and used by the Contractor; construction plant and building installations/the number of trailers and facilities to be used; avenues of ingress/egress to the fenced areas and details of the fence installation; drawings showing temporary electrical installations; temporary water and sewage disposal installations; material storage areas; hazardous storage areas. Any areas that may have to be graveled shall also be identified. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. The Contractor shall not begin construction of the mobilization facilities prior to approval by the Contracting Officer of the Area Use Plan described herein.

1.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor will be permitted to use an area approved by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. **Utilities will be provided for the Contractor as described below.** The Contractor is responsible for obtaining any required additional mobilization area above that designated. The construction site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.1 Contractor's Temporary Facilities

1.3.1.1 General

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1. Local nationals will not be granted any privileges under this contract. **Government provided services are for American and Foreign national contractors only.**

1.3.1.2 Administrative Field Offices

The Contractor may provide and maintain administrative field office facilities within the mobilization area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.3.1.3 Storage Area

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.4 Plant Communication

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. If radio communication is approved by Contracting Officer / installation security office, frequency selection shall be approved by Contracting Officer to prevent interference with installation operations. Such devices shall be made available for use by Government personnel.

1.3.1.5 Appearance of Mobilization Site Facilities and/or Trailers

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse unpaved areas which are not established roadways with construction equipment or other vehicles, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of soil onto paved or established roadways; gravel gradation shall be at the Contractor's

discretion.

1.3.1.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment.

1.3.1.8 Sanitation

- a. Sanitary Facilities: The Contractor shall provide portable sanitation facilities for the Contractor's use. The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
- b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto taxiways or runways. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 Telephone

The Contractor shall make arrangements to install and pay all costs for telephone facilities desired.

1.3.1.10 Restoration of Storage Area

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse unpaved areas shall be removed and all such areas restored to their original conditions.

1.3.2 Protection and Maintenance of Traffic

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.3.2.1 Use of Existing Roads as Haul Routes

The Contractor shall be responsible for coordinating with the base authorities for use of any existing roads as haul routes, if required for unusually heavy vehicle loads or movement of large CONEX boxes anticipated under this contract. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Base authorities and is the sole responsibility of the Contractor.

1.3.2.2 Employee Parking

The Contractor's employees may be allowed parking on the military installation. The Contractor is responsible for transporting workers (local nationals) from off post to the worksite, coordinating security identification screening, and cooperating in gate searches with the base authorities. The government reserves the right to terminate any and all contractor parking at any time.

1.3.3 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.4 Host Nation Authorizations, Permits and Licenses

It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.5 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.6 DIGGING PERMITS

1.6.1 Requirements for Digging Permits

Prior to the start of any work activity that requires excavation required to complete this contract, the Contractor shall obtain a digging permit as noted in the sections below.

1.6.2 Requests for Digging Permits

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a

narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.3 Preparation of Requests for Digging Permits

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the request for Digging Permit.

1.6.4 Existing Underground Utilities

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 General

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractor's failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.7.1.1 Performance of Work During Non-Standard Hours

To minimize outage impact to the mission of the installation, all outages shall be scheduled on weekends or from 2100 – 0630 hours on duty days and/or as directed by Contracting Officer Representative (COR). The period proposed for performance of the outage shall include sufficient contingencies to preclude impact to the peak working hours 0630 – 1830 hours during the workweek.

1.7.1.2 Exterior Night Lighting

Exterior night lighting shall be provided in conformance with EM-385-1-1 entitled Safety and Health Requirements Manual.

1.7.2 Existing Underground Utilities

The Contractor is provided notice that existing utilities may be present in the construction area. The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities. The contractor is responsible for the repair of any damage to existing utilities to the satisfaction of the Contracting Officer.

1.7.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable-detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.7.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.7.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.8 WATER

The Contractor shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Water required for final testing, adjusting and balancing of HVAC systems will be furnished by the Government. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.9 NOT USED

1.10 ELECTRICITY (GOVERNMENT PROVIDED)

Electrical service is to be provided by the Government within this contract since electrical power connection shall be to existing nearby Government owned electrical power system. However, the Contractor may be required to provide temporary construction power until permanent power system is connected. The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer. All risk associated with the usage of Government provided power is incumbent upon the contractor. The electrical power is provided by an existing government provided generator; the contractor is responsible to determine if this power is sufficient for the requirements to complete this contract and must be considered in the proposal.

1.11 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, including the following U.S. holidays: New Year's Day, Martin Luther King Jr Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. the Contractor shall submit an application to the Contracting Officer. Due to reliance upon local national laborers and time off due to local observances, there may be disruptions. Potentials dates are the following local observances: National Islamic Holiday of Ashura, Ramadan (actual date varies – check with local authorities). The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided

in conformance with EM-385-1-1 entitled "Safety and Health Requirements Manual".

1.12 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after award of this contract, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.13 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.14 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District at Kabul, Afghanistan.

1.14.1 Accident Prevention Program

Within fifteen (15) days after award of this contract, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.14.2 Ground Fault Circuit Interrupter (GFCI) Requirement – Overseas Construction

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.C.05.a. states: "The GFCI

device shall be calibrated to trip within the threshold values of 5 ma +/- 1 ma as specified in Underwriters Laboratory (UL) Standard 943." A variance from USACE has been granted allowing 10 ma, in lieu of 5 ma, for overseas activities that use 220 Volts (V)/50 hertz (Hz) electrical power.

1.14.3 Temporary Power - Electrical Distribution Boxes

EM 385-1-1 section 11.A.01.a. states, "All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used." This includes temporary electrical distribution boxes. Locally manufactured electrical boxes will not be allowed. Only manufactured electrical distribution boxes that meet the European CE requirements, with 10 ma CE type GFCIs installed shall be allowed.

Contractors shall:

- a. Make no modifications that might void any CE or manufacturer certification.
- b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.
- c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.
- d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.15 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, lead based paint, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.16 SPARE PARTS

1.16.1 General

The requirements of this clause are in addition to any requirements for the provision of specific spare parts to be provided by the Contractor included in Technical Provisions. The Contractor shall furnish spare parts as directed by the Contracting Officer under the provisions of this clause for all equipment for which O&M data is to be provided under Clause OPERATION AND MAINTENANCE (O&M) DATA of this contract. The term "spare parts" as used herein shall include spare parts, special tools and test equipment.

1.16.2 Selection of Spare Parts to be Furnished

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the

Contractor submitted the equipment O&M data.

1.16.3 Procurement and Delivery of Spare Parts

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.16.3.1 Shipment and Delivery

The Contractor shall be responsible for the shipment and delivery of spare parts to the location on or near the site in Afghanistan as selected by the Contracting Officer. The Contractor shall provide all manpower and equipment required to receive and place into designated storage areas all spare parts purchased under this clause. The Contractor shall give the Contracting Officer thirty (30) calendar days notice of arrival at the site of the first shipment.

1.16.3.2 Turnover of Spare Parts

The Contractor shall notify the Contracting Officer seventy-two (72) hours prior to delivery of spare parts to the designated storage area. The Contractor and the Contracting Officer will perform a joint inventory of the spare parts and the spare parts will be turned over to the Contracting Officer. Spare parts purchased under this clause shall not be used by the Contractor.

1.16.3.3 Parts and Package Identification

Prior to shipment from point of purchase, each spare part shall be tagged or otherwise marked or labeled. Such labeling may be placed or affixed to the container, box or packaging in which spare parts are located when it is not feasible to place or affix such labeling directly on each spare part. Tags or labels shall include, but not necessarily be limited to; part number, description, parent equipment name and number location, project and/or other data as directed by the Contracting Officer.

1.16.3.4 Preservation and Packaging Instruction

a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.

b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.

c. Large items (greater than 22.7 kg (50 lbs.), or larger than 0.03 CM (one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.

d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.

e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.16.4 Warranty

All spare parts provided by the Contractor under this clause are subject to the general warranty clauses of this contract.

1.16.5 Payments for Spare Parts

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.17 OPERATION AND MAINTENANCE (O&M) DATA

1.17.1 General

The requirements contained herein are in addition to all shop drawings submission requirements stated in other sections of the specifications. The Contractor shall include the provisions for all items required under this clause in all purchase orders and sub-contract agreements. Submittals required hereinafter will not relieve the Contractor of any responsibilities under the Warranty of Construction Provisions of this contract or under the various Guarantee Clauses of the Technical Provisions.

1.17.2 Submittals

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.17.3 Operation and Maintenance (O&M) Data

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and

maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.17.4 Recommended Spare Parts List

The Contractor shall furnish a recommended spare parts list containing equipment manufacturers' recommendations for five (5) years; two (2) years and one (1) year spare parts stock levels in Afghanistan. Current unit price and effective date, lead time, shelf life for each individual part, and total cost of all recommended parts shall be furnished.

1.17.5 Supplemental Submittals of Data

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract under change order, or modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.17.6 Framed Instructions for Systems

Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves and control sequence, framed under glass or in approved laminated plastic, shall be posted, where applicable, in all mechanical equipment rooms. In addition, detailed operating instructions explaining safe starting and stopping procedures for all systems shall be prepared in typed form along with the inspections required to insure normal safe operations. The instructions shall be framed as specified above for the wiring and control diagrams and posted beside the diagram. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. Operating instructions shall be posted before acceptance testing of the systems and verified during acceptance testing.

1.17.7 Additional Submittals/Re-submittals

The Contracting Officer reserves the right to determine whether the above specified information, as furnished by the Contractor, is adequate and complete and to require such additional submittals by the Contractor as necessary to insure that adequate information has been furnished to provide the satisfactory operation and maintenance of the various items of equipment and to fulfill the intent of the specifications. Additional submittals or resubmittals supplementing incorrect or incomplete data shall be made within thirty (30) calendar days after receiving notice by the Contracting Officer. All costs arising from these resubmissions shall be borne by the Contractor.

1.18 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.18.1 General

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training
Mechanical Systems	10 Days
Electrical Systems	10 Days

1.18.2 Operation and Maintenance Training

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the period specified, which shall be completed prior to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans.

1.18.3 Arrangements

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the videotapes shall become the property of the Government. In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by the Contractor, without additional cost to the Government.

Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.18.4 Scheduling

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within thirty (30) calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE. The Contractor shall provide a draft outline of training outline in sufficient detail to provide a broad indication of the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on-the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.18.5 Preliminary Plan

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 60 calendar days after award of this contract. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.18.6 Plan

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day

schedule showing time intervals, the major and subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials except the following: The Government will provide space, chairs, and tables for classroom training, and three (3) sets of the five (5) sets of O&M Manuals required by the Contractor per Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications. Provision of these manuals is solely for reference purposes, and in no way relieves the Contractor from providing all instruction and materials necessary for training personnel designated by the Government. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Resubmittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.18.7 Attendance Roster/TAC Form 356

The Contractor shall develop an attendance roster or a similar document indicating each student's attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance cannot be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.19 CONTRACTOR FURNISHED EQUIPMENT LISTS

The Contractor shall furnish a list of all items, other than integral construction type items, furnished under the contract. Items such as furniture, drapes, rugs, vehicles, office machines, appliances, etc., shall fall under this category. The Contractor's list shall describe the item; give the unit price and total quantities of each. Model and serial numbers for equipment shall be provided when applicable. The Contractor shall keep an up-to-date register of all covered items and make this information available to the Contracting Officer at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.20 TIME EXTENSIONS

1.20.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

MONTHLY ANTICIPATED UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January	4 Days
February	2 Days
March	2 Days
April thru December	0 Days

1.20.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.20.3 Other Delays

Construction delays due to full or partial base closures due to incidents such as demonstrations, civil unrest and outright attacks will be examined on an individual basis for consideration of time extensions.

1.21 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this project are required, the units shall be products of the same manufacturer and shall be interchangeable when of the same size, capacity, performance characteristics, and rating. The only exception to this requirement is where the items are interchangeable due to conformance with industry standards (valves, fittings, etc.); they need not be by the same manufacturer. This requirement applies to all manufactured items in the project that normally require repair or replacement during the life of the equipment.

1.22 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.22.1 Contractor's Responsibilities

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- a. Official language and type of accounts required to satisfy the officials of the Local Government.
- b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- c. Passports, health and immunization certificates, and quarantine clearance.

- d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- e. Strikes, demonstrations and work stoppage.
- f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- l. Sales within the host country of Contractor-owned materials, and equipment.
- m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- n. Identification and/or registration with local police of imported personnel.
- o. Stamp tax on documents, payments and payrolls.
- p. Base passes for permanent staff, day laborers, motor vehicles, etc.
- q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.23 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The installation security authority maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the installation security office. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the installation are subject to a thorough search upon entering, departing, or at any time deemed necessary by the installation security personnel. The Contractor shall be responsible for compliance with all installation security requirements. The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the installation security office or the installation personnel. The Contractor shall coordinate with the Contracting Officer to ensure that the installation security regulations are followed.

1.23.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee

engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.23.1.1 Preparation of Identification Badges

The Contractor shall be required to prepare a written application inclusive color photographs and provide all materials and labor necessary to prepare an identification badge, laminated in plastic, containing the employee's name, badge number, color photo, height and weight, the name of the Contractor's organization and for requiring each employee engaged on the work to display this identification as directed by the Contracting Officer. The Contractor shall submit each application and draft badge through the Contracting Officer to the Base Security Office. A minimum of thirty-five workdays shall be allowed for Government review and certification of badges. The Base Security Office will certify each draft badge by signature, stamp, seal or any combination thereof. Upon certification by the Base Security Office, the badges will be returned to the Contractor for final preparation, lamination, and issuance. Badges shall not be taken out of country during periods of travel or absence. During such periods, the Contractor may be permitted to issue temporary identification badges.

1.23.1.2 Employee Background and Historical Information

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

- a. Full name.
- b. Place and date of birth.
- c. Three (3) current color photographs.
- d. Copy of Citizenship/Nationality identification.
- e. Copy of Passport.
- f. Copy of drivers license.
- g. Police Background Check.
- h. Work History.
- i. Personal background information.
- j. Copy of Work Permit and/or Visa.
- k. Permanent home of record and in-country address.
- l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
- n. Registration, insurance company, policy number and expiration date for each vehicle.

1.23.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with **Afghan** and Herat Province Law.

1.25.3 Security Plan

The Contractor shall submit to the Contracting Officer, within seven (7) calendar days after award of this contract, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of passes not issued, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.24 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

1.25 ON-BASE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

1.26 PUBLIC RELEASE OF INFORMATION

1.26.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.26.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.27 ATTACHMENTS

TAC FORM 61 - Accident Prevention Program Hazard Analysis

TAC FORM 356 - Operation and Maintenance Training Validation Certificate

PART 2 LOCAL CLAUSES

2.1 APPLICATION OF US CRIMINAL JURISDICTION

Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.2 ATTACKS FROM HOSTILE ENTITIES

This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the contractor. The Government makes no guarantee to provide the contractor with security, and bears no obligation to reimburse the contractor for costs arising from the attacks of hostile entities. When appropriate, the Contracting Officer may provide the contractor with an equitable adjustment with respect to time – but not cost – in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

2.3 INSTALLATION ACCESS AND BADGING

This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable installation access procedures and requirements, to include any and all badging procedures and requirements, that may be necessary for contractor access to the project site. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such installation access procedures, requirements or changes thereto.

2.4 CUSTOMS CLEARANCE

Reference clauses 52.229-6 and 52.225-13. This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable customs clearance procedures and requirements that may be necessary for the transportation of supplies and equipment into Afghanistan. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such customs clearance procedures, requirements or changes thereto.

2.5 TRAVEL WARNINGS

The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice **shall be furnished to the contracting officer upon award of the contract**, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

2.6 DRUG-FREE WORKFORCE

Documentation of the contractor's drug-free workforce program as required by clause 252.223-7004(b) **shall be furnished to the contracting officer upon award of the contract**.

2.7 COMBATING TRAFFICKING IN PERSONS, COMMERCIAL SEX ACTS, FORCED LABOR

A copy of the employee notification statement as required by clause 252.222-7006(d) **shall be furnished to the contracting officer upon award of the contract**, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.8 AGENT'S FEE AND COMMISSION

The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Government of Afghanistan.

-- End of Section --

(End of Summary of Changes)